

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AMGUARD INSURANCE COMPANY,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No.: 23-cv-04679
PANAM LOGISTICS, LLC, and CAPITAL)	
EXPRESS, LLC)	
)	
Defendants.)	
)	

**MOTION FOR ENTRY OF DEFAULT JUDGMENT AGAINST
PANAM LOGISTICS, LLC**

NOW COMES Plaintiff, AMGUARD INSURANCE COMPANY (“AmGuard”), by and through its attorneys, Michael J. Duffy of Wilson Elser Moskowitz Edelman & Dicker, LLP, and for its Motion for Entry of Default Judgment against Defendant, PANAM LOGISTICS, LLC (“Panam”) pursuant to Fed. R. Civ. P. 55(b)(2) states as follows:

1. This action seeks a declaration, pursuant to 28 U.S.C. § 2201, with respect to AmGuard’s coverage obligations, under an insurance policy issued to Panam, for the lawsuit styled *Capital Express, LLC v. ACD Logistics, LLC and Panam Logistics, LLC*, Case No. 2021 L 011040 (Cir. Ct. Cook County. November 12, 2021) (the “Underlying Lawsuit”), and a \$97,597.74 default judgment entered against Panam in that lawsuit (the “Default Judgment”). Specifically, AmGuard issued BizGUARD Plus Policy Number K2GP213930 to Panam for the April 19, 2021 to April 19, 2022 policy period (the “Policy”). The Policy consists of three coverage parts: (1) Covered Autos Liability Coverage; (2) Bodily Injury and Property Liability Coverage; and (3) On Hook Physical Damage Legal Liability Coverage. AmGuard seeks a declaration that no defense or indemnity coverage is available for the Underlying Lawsuit and Default Judgment under the

Covered Autos Liability Coverage or Bodily Injury and Property Liability Coverage, and that coverage under the Policy for the Underlying Lawsuit and Default Judgment is limited to the \$10,000 limit under the On Hook Physical Damage Legal Liability Coverage.

2. AmGuard filed this action on July 19, 2023. [ECF No. 1.]

3. On November 29, 2023, Panam was served with process through the Illinois Secretary of State. [ECF No. 13.]

4. Pursuant to Fed. R. Civ. P. 12(a), Panam's responsive pleading was due 21 days later, or December 20, 2023.

5. On January 11, 2024, the Clerk of Court entered a default as to Panam. [ECF No. 18].

6. Since the default was entered, Panam has not filed an appearance or otherwise defended this action.

7. Panam is a limited liability company. Panam is not an infant, in the military, or an incompetent person.

8. Pursuant to Federal Rule of Civil Procedure 55(b)(2), for the reasons set forth in AmGuard's complaint [ECF No. 1.], AmGuard respectfully requests that this Honorable Court enter a default judgment against Panam declaring that: (1) AmGuard owes no duty to defend or indemnify Panam for the Underlying Lawsuit and Default Judgment under the Policy's Covered Autos Liability Coverage; (2) AmGuard owes no duty to defend or indemnify Panam for the Underlying Lawsuit and Default Judgment under the Policy's Bodily Injury and Property Damage Liability Coverage; and (3) coverage under the Policy for the Underlying Lawsuit Default Judgment is limited to the Policy's \$10,000 limit under the On Hook Physical Damage Legal Liability Coverage.

Dated: August 9, 2024

Respectfully submitted,

/s/ Michael J. Duffy
Attorneys for AmGuard Insurance Company

Michael J. Duffy - 6196669 - (michael.duffy@wilsonelser.com)
Michael J. O'Malley - 6308059 - (michael.omalley@wilsonelser.com)
Alan M. Posner - 2237695 - (alan.posner@wilsonelser.com)
Wilson Elser Moskowitz Edelman & Dicker LLP
55 W. Monroe Street, Suite 3800
Chicago, Illinois 60603
312.704.0550 (Main)

CERTIFICATE OF SERVICE

I hereby certify that on August 9, 2024, I electronically filed the foregoing document(s) with the Clerk of the U.S. District Court for the Northern District of Illinois using the CM/ECF system which will send notification of such filing to all parties of record in this case by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

By: /s/ Michael J. Duffy
Attorneys for AmGuard Insurance Company